

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NORTH DAKOTA

In re:

EPIC Companies Midwest, LLC,
EPIC Companies Midwest 2023, LLC,
EPIC Employee, LLC,
EOLA Capital, LLC, and
EC West Fargo, LLC,

Debtors.

Jointly Administered

Bankruptcy No. 24-30281
Bankruptcy No. 24-30282
Bankruptcy No. 24-30283
Bankruptcy No. 24-30284
Bankruptcy No. 24-30285

Chapter 11

EPIC Companies Midwest 2023, LLC, and
EOLA Capital, LLC,

Plaintiffs,

Adversary No. 25-07015

v.

Northern Mall Partners, LLC,

Defendant.

DEBTORS' NOTICE OF MOTION AND MOTION TO APPROVE SETTLEMENT

1. EPIC Companies Midwest, LLC, EPIC Companies Midwest 2023, LLC, EPIC Employee, LLC, EOLA Capital, LLC, and EC West Fargo, LLC (collectively, the "Debtors") hereby move the Court for an order pursuant to Fed. R. Bankr. P. 9019(a) approving a settlement between EPIC Companies Midwest 2023, LLC ("EPIC Midwest 2023"), EOLA Capital, LLC ("EOLA") and Northern Mall Partners, LLC ("Northern Mall").

2. This Motion arises under 11 U.S.C. § 105(a) and Fed. R. Bankr. P. 2002(a)(3) and 9019(a). This Motion is filed under Fed. R. Bankr. P. 9013, Local Rule 9013-1, and the Court's Order Establishing Settlement Procedures (ECF No. 123). Notice of the hearing on this Motion is

provided pursuant to the Court's Order Limiting Notice Pursuant to Fed. R. Bankr. P. 2002(i) (ECF No. 124).

3. EPIC Midwest 2023 and Northern Mall are parties to an alleged promissory note dated April 1, 2023 in the principal amount of \$65,000, with a maturity date of April 1, 2026 and monthly interest payments at 7.5% ("Note 1").

4. EOLA and Northern Mall are parties to an alleged promissory note dated June 20, 2022, in the principal amount of \$125,000, with a maturity date of June 1, 2024 and monthly interest payments at 8.5% ("Note 2," and together with Note 1, the "Notes").

5. The Notes required Northern Mall to make monthly payments to EPIC Midwest 2023 and EOLA in the form of interest. In June 2024, Northern Mall ceased making its monthly payments to EPIC Midwest 2023 and EOLA, who then asserted that a default occurred under the Notes.

6. As of February 28, 2025, EPIC Midwest 2023 and EOLA assert that Northern Mall owed a total of \$186,506.69 under the Notes.

7. Northern Mall disputes the validity of the Notes and alleges an inability to pay the amounts owed.

8. Because of the above-described defaults, EPIC Midwest 2023 and EOLA filed an adversary complaint against Northern Mall on March 10, 2025 (Adversary No. 24-07015) asserting claims for: (a) breach of contract; (b) unjust enrichment; (c) promissory estoppel; and (d) fraudulent transfer under N.D. Cent. Code § 13-02.1-04(1)(b), N.D. Cent. Code § 13-02.1-05(1), and 11 U.S.C. §§ 548 and 550.

9. The parties engaged in informal settlement discussions and ultimately reached a resolution.

10. To avoid the costs and uncertainties of litigation, Northern Mall has offered to pay a total of \$170,000 to EPIC Midwest 2023 and EOLA. In exchange for the \$170,000 payment, all obligations of Northern Mall under the Notes will be deemed fully satisfied. EPIC Midwest 2023 and EOLA have agreed to these terms pending Court approval.

11. The Debtors believe that the costs of litigation will reduce the funds available to pay the claims of the estates if the dispute is not settled and Northern Mall has offered to pay approximately 91% of the amounts owed under the Notes to EPIC Midwest 2023 and EOLA. The Debtors believe the settlement is in the best interest of creditors.

12. The Debtors request that the Court approve the settlement described herein pursuant to Fed. R. Bankr. P. 9019(a).

13. Any objection to the Motion must be filed with the Clerk of the United States Bankruptcy Court, whose address is Quentin N. Burdick Courthouse, 655 First Avenue North, Suite 210, Fargo, North Dakota 58102, and served upon the attorney whose name and address is listed below, by April 30, 2025, which is twenty-one (21) days from the date of the filing of this Motion. Any objections not filed and served may be deemed waived and the Court may enter an order approving this settlement without further notice or hearing.

Dated: April 9, 2025

/e/ Steven R. Kinsella

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ORDER

On April 9, 2025, Debtors EPIC Companies Midwest, LLC, EPIC Companies Midwest 2023, LLC, EPIC Employee, LLC, EOLA Capital, LLC, and EC West Fargo, LLC filed a Motion to Approve Settlement summarizing the settlement agreement between EPIC Companies Midwest 2023, LLC, EOLA Capital, LLC, and Northern Mall Partners, LLC. Debtors served notice of the motion. The Court received no objections. Based on the information provided by Debtors and the documents filed in this case, the Court finds that the proposed settlement is fair and equitable, reflects a balance of the risks of litigation with potential recovery and appears to be in the best interest of the bankruptcy estate. Therefore, **IT IS ORDERED** that the Motion to Approve

Settlement [Adversary No. 24-07015, Doc. __; Bankruptcy No. 24-30281, Doc. __] is **GRANTED**. The settlement agreement summarized in the motion is **APPROVED**.

Dated this ____ day of May, 2025.

Shon Hastings, Judge
United States Bankruptcy Court